
INTEREXCHANGE TELECOMMUNICATIONS TARIFF

TITLE SHEET

ARIZONA TELECOMMUNICATIONS TARIFF

Hotel Connect Management, Inc.

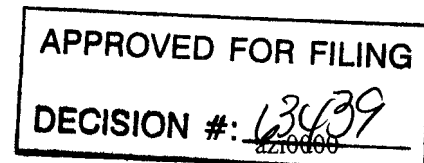
This tariff contains the descriptions, regulations, and rates applicable to the resale of telecommunications services provided by Hotel Connect Management, Inc. ("Hotel Connect") with principal offices at 9050 Marshall Court, Westminster, Colorado 8003 1, for services furnished within the State of Arizona. This tariff is on file with the Arizona Corporation Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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EFFECTIVE: March 13, 2001

ISSUED BY:

Larry Trudell, Chief Operating Officer
Hotel Connect Management, Inc.
9050 Marshall Court
Westminster, Colorado 8003 1



INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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CHECK SHEET

Pages listed below, inclusive of this tariff, are effective as of the date shown at the bottom of the respective page(s). Original and revised pages are named below and comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION		PAGE	REVISION	
Title	Original	*	2 4	Original	*
1	Original	*	2 5	Original	*
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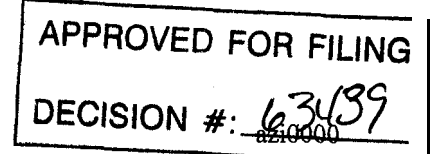
*- indicates pages included in this filing

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SYMBOLS

The following are the only symbols used for the purposes indicated below:

- C** To Signify Changed Regulation
- D** Delete or Discontinue
- I** Change Resulting in an Increase to a Customer's Bill
- M** Moved From Another Tariff Location
- N** New
- R** Change Resulting in a Reduction to a Customer's Bill
- T** Change in Text or Regulation But No Change in Rate or Charge

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TARIFF FORMAT

Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.

Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the AZ C.C. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.

Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).I.
- 2.1.1.A.1.(a).I.(i).
- 2.1.1.A.1.(a).I.(i).(1).

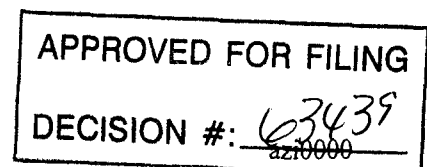
Check Sheets - When a tariff filing is made with the AZ C.C., an updated check sheet accompanies the tariff filing. The check sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages).

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 1 • TECHNICAL TERMS AND ABBREVIATIONS

Access Line • An arrangement which connects the Subscriber's or Customer's location to the Carrier's designated point of presence or network switching center.

Account • The Customer who has agreed, verbally or by signature, to honor the terms of service established by the Company. An account may have more than one access code billed to the same Customer address.

Authorization Code • A pre-defined series of numbers to be dialed by the Customer or End User upon access to the Company's system to notify the caller and validate the caller's authorization to use the services provided. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code.

Authorized User • A person, firm or corporation, or any other entity authorized by the Customer or Subscriber to communicate utilizing the Company's services.

Available Usage Balance • The amount of usage remaining on a Debit Account at any particular point in time. Each Debit Account has an Initial Account Balance which is stated either in U.S. dollars or Call Units, depending upon the type of service. The Available Balance is depleted as services provided by the Company are utilized by the Customer.

AZ C.C. • Arizona Corporation Commission.

Company or Carrier • Hotel Connect Management, Inc.

Company's Point of Presence • Location of the serving central office associated with access to the Company's network.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

Customer - The person, firm, corporation or other entity which orders service and is responsible for payment of charges due and compliance with the Company's tariff regulations.

Debit Account - An account which consists of a pre-paid usage balance depleted on a real-time basis during each Debit Service call.

Debit Card - A card issued by the Company which provides the Customer with a Personal Identification Number and instructions for accessing the Carrier's network.

Debit Service Call - A service accessed via a "1-800" or other access code dialing sequence whereby the Customer or Authorized User dials all of the digits necessary to route a call. Network usage for each call is deducted from the available usage balance on a Company issued Debit Account.

Dedicated Access - A method of reaching the Company's services whereby the Customer is connected directly to the Company's Point of Presence without utilizing services of the local switched network.

Depletion - Real time reductions in the Available Usage Balance, based on usage of the customer Debit Account.

End User - Any person, firm, partnership, corporation or other entity which uses the service of the Company under the terms and conditions of this tariff. The End User is responsible for payment unless the charges for the service utilized are paid by the Customer.

Equal Access - A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company's network. Presubscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the Company.

Hotel Connect - Refers to Hotel Connect Management, Inc.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

Initial Usage Balance - The amount of usage on a Debit Account upon issuance and before any depleting call activity.

LATA - Local Access and Transport Area.

LEC - Local Exchange Company.

Marks - A collective term to mean such items as trademarks, service marks, trade names and logos; copyrighted words, artwork, designs, pictures or images; or any other device or merchandise to which legal rights or ownership are held or reserved by an entity.

Premises - The physical space designated by the Customer for the termination of the Company's service.

Renewal - A method of replenishing a Debit Account's Available Usage Balance with additional minutes of usage as authorized and paid for by the Customer.

Sponsor - A corporation or other legal entity that exclusively permits the use of its Marks to the company for use with telephone cards or other merchandise, and contracts with the company for the marketing of the services described herein.

Subscriber - The person, firm, corporation, or other legal entity which arranges for services of the Company on behalf of third party Customers or Authorized Users. The Subscriber is responsible for compliance with the terms and conditions of this tariff. A Subscriber is also a Customer under the terms of the tariff.

Switched Access - A method for reaching the Company through the local switched network whereby the End User uses standard business or residential local lines.

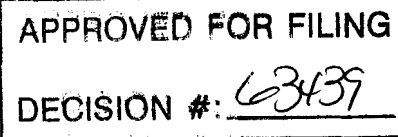
V & H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purpose of rating calls.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of Hotel Connect Management, Inc.**

Hotel Connect Management, Inc., ("Hotel Connect") services and facilities are furnished for intrastate communications originating at specified points within the state of Arizona under terms of this tariff. Intrastate service is offered in conjunction with interstate service.

Hotel Connect installs, operates, and maintains the communications services provided hereinunder in accordance with the terms and conditions set forth under this tariff. Hotel Connect may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Hotel Connect network. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four hours per day, seven days per week.

2.2 Use

Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.

2.3 Limitations

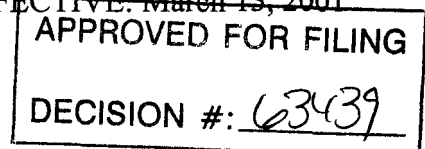
- 2.3.1 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.3.2 Hotel Connect reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.3.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Limitations, (Cont'd.)

- 2.3.4** All facilities provided under this tariff are directly or indirectly controlled by Hotel Connect and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.3.5** Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.3.6** Hotel Connect reserves the right to discontinue the offering of service or deny an application for service if a change in regulation materially and negatively impacts the financial viability of the service in the best business judgment of the Company.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.4 Liabilities of the Company**

2.4.1 Hotel Connect's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.

2.4.2 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

2.4.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, tradename or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to , transmitted, or used by the Company under this tariff; or for any act or omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Liabilities of the Company, (Cont'd.)

- 2.4.4 The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.
- 2.4.5 The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Debit Cards or Personal Identification Numbers issued for use with the Company's services. Nor will the Company be liable for any claim, loss or refund on any unused balance remaining on a Debit Card provided to a Customer.
- 2.4.6 The Company shall not be liable for any claim, loss or refund on any unused portion of the usage balance remaining in a Debit Account provided to a Customer before or after the expiration date assigned to each Debit Account.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.5 Interruption of Service**

Credit allowance for the interruption of service which are not due to the Company's inspection or testing, to the negligence of the Customer, or to the failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in this tariff.

It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by the Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer.

Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via LEC access.

No credits will be given for usage sensitive or message rated toll charges due to interruption of service. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than twenty-four hours.

For purposes of credit computation every month shall be considered to have 30 days. The Customer shall be credited for an interruption of one day (24 hours) or more at the rate of 1/t of the monthly charge for the services affected for each day that the interruption continues.

Credit Formula:

$$\text{Credit} = A/30 \times B$$

A = outage time in days

B = total monthly charge for affected service

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 • RULES AND REGULATIONS, (CONT'D.)

2.6 Security Deposits and Credit Checks

The Company does not collect deposits from its Customers.

2.7 Advance Payments

The Company does not collect advance payments from its Customers.

2.8 Taxes and Fees

The Company reserves the right to bill any and all applicable taxes and fees in addition to normal rates and charges for services provided to the Customer. Taxes and fees include, but are not limited to: Federal Excise Tax, State Sales Tax, Municipal Tax, and Gross Receipts Tax. Unless otherwise specified in this tariff, such taxes and fees are in addition to rates as quoted in this tariff and will be itemized separately on Customer invoices.

2.9 Miscellaneous Rates and Charges

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund, the Primary Interexchange Carrier Charge, and compensation to payphone service providers for the use of their payphones to access Hotel Connect service.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.10 Customer Complaints and/or Billing Disputes**

Customers have the right to refer billing disputes and any other complaints to Hotel Connect Management, Inc. at 9050 Marshall Court, Westminster, Colorado 80031, 800-999-4199.

2.11 Cancellation or Interruption of Services

2.11.1 Customers of presubscribed long distance services may cancel service at any time by providing Hotel Connect with written or verbal notification. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the cancellation notice is received, whichever is later.

2.11.2 The Company may terminate service to a Customer or Subscriber for nonpayment of undisputed charges or other violation of this tariff or provision of law upon five (5) days written notice to the Customer or Subscriber without incurring any liability for damages due to loss of telephone service to the Customer or Subscriber.

2.11.3 Hotel Connect may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given five (5) days notice to comply with any rule or remedy any deficiency:

- A. For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- B. For use of telephone service for any purpose other than that described in the application.
- C. For neglect or refusal to provide reasonable access to Hotel Connect or its agents for the purpose of inspection and maintenance of equipment owned by Hotel Connect or its agents.
- D. For noncompliance with or violation of Commission regulation or Hotel Connect's rules and regulations on file with the Commission.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.11 Cancellation or Interruption of Services, (Cont'd.)****2.11.3 Continued**

- E. Without notice in the event of Customer, Subscriber or Authorized User use of equipment in such a manner as to adversely affect Hotel Connect's equipment or service to others.
- F. Without notice in the event of tampering with the equipment or services owned by Hotel Connect or its agents.
- G. Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, Hotel Connect may, before restoring service, require the Customer or Subscriber to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- H. Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Carrier from furnishing such services.
- I. With proper notice when the Available Account Balance of a non-renewable account is depleted to a level insufficient to place a one-minute call to the location of least cost.
- J. With proper notice when the established expiration date of the Debit Account is reached

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.12 Service Termination**

When necessary, the Company will provide five (5) working days advance notice of service termination.

2.13 Payment

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. The Customer agrees to pay to the Company any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments. Payments for service provided in association with Company-issued Debit Accounts must be received by the Company or its authorized agent prior to the activation of the Customer's Debit Account. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the AZ C.C. Any objections to billed charges or Debit Account depletions must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills or Debit Account Available Usage Balance shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

The Customer shall be responsible for all calls placed by or through Customer's equipment by any person. In particular and without limitation to the foregoing, the Customer is responsible for any calls placed by or through the Customer's equipment via any remote access features. The Customer is responsible for all calls placed via their authorization code as a result of the Customer's intentional or negligent disclosure of the authorization code. This includes payment for calls or services originated at the Customer's number(s), incurred at the specific request of the Customer or placed using a Debit Card as a form of payment regardless of the purchaser of the card or the originating location of the call; incurred at the specific request of the Customer

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.14 Return Check**

The Company reserves the right to assess a return check charge of up to \$20.00 whenever a check or draft presented for payment of service is not accepted by the institution on which it is written. This charge applies each time a check is returned to the Company by a bank for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the Company or its billing agent and pursuant to Arizona state law. In addition, the Company reserves the right to place the Available Usage Balance for the Customer's Debit Account on hold until the check or draft clears or is paid.

2.15 Late Payment Fee

The Company reserves the right to assess a late payment fee of 1.5% per month on any past due balance. A balance is considered past due if unpaid thirty (30) days following the date of the bill listing amounts owed by the Customer. Any applicable late payment fees will be assessed according to the terms and conditions of the Company or its billing agent and pursuant to Arizona state law.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.16 Toll Free Services**

- 2.16.1** The Company will make every effort to reserve toll free (i.e., "800/888") vanity numbers for Customers, but makes no guarantee or warranty that the requested number(s) will be available.
- 2.16.2** The Company will participate in porting toll free numbers only if the account balance is zero and all charges incurred as a result of the toll free number have been paid.
- 2.16.3** Toll free numbers shared by more than one Customer, whereby individual Customers are identified by a unique Personal Identification Number, may not be assigned or transferred for use with service provided by another carrier. Subject to the limitations provided in this tariff, the Company will only honor Customer requests for a change in Resp. Org. or toll free service provider for toll free numbers dedicated to the sole use of that single Customer.
- 2.16.4** If a Customer who has received a toll free number does not subscribe to toll free service within ninety (90) days, the Company reserves the right to make the assigned number available for use by another Customer.

2.17 Other Rules

The Company may temporarily suspend service without notice to the Customer, by blocking traffic to certain cities of NXX exchanges, or by blocking calls using certain Personal Identification Numbers when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as service can be provided without undue risk.

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SECTION 2 • RULES AND REGULATIONS, (CONT'D.)**2.18 Interconnection**

Service furnished by Hotel Connect may be connected with the services or facilities of other carriers. Such service or facilities are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with Hotel Connect's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

2.19 Terminal Equipment

The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single line telephone, or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of Hotel Connect's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

2.20 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and credit for the interruption is requested by the Customer.

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EFFECTIVE: March 13, 2001

ISSUED BY:

Larry Trudell, Chief Operating Officer
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9050 Marshall Court
Westminster, Colorado 8003 1

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DECISION #: <u>63439</u>

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 - DESCRIPTION OF SERVICE AND RATES**3.1 General**

The Company provides direct dial outbound, inbound, travel card and debit card telecommunications service for its Customers for communications originating and terminating within the State of Arizona under terms of this tariff. The Company's services are available twenty-four hours per day, seven days a week. Intrastate service is offered in conjunction with interstate service.

Customers are charged individually for each call placed through the Company's network. Charges may vary by service offering, mileage band, class of call, time of day, day of week and/or call duration. Customers are billed based on their use of Hotel Connect's services and network. No installation charges apply.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 - DESCRIPTION OF SERVICE AND RATES**3.2 Timing of Calls**

Billing for calls placed over the Hotel Connect network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

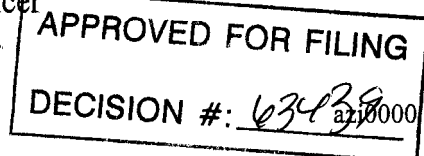
- 3.2.1** Timing of each call begins when the called station is answered (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection. For Collect Calls, charges apply only if the called party accepts the responsibility for payment. For Person to Person Calls, charges apply only if the calling party is connected with the designated called party or an agreed upon substitute.
- 3.2.2** Chargeable time for calls ends when one of the parties disconnects from the call.
- 3.2.3** Unless otherwise specified in this tariff, the minimum initial period for billing purposes is one (1) minute.
- 3.2.4** Unless otherwise specified in this tariff, billing for usage after the initial period is in full one (1) minute increments.
- 3.2.5** The Company will not knowingly bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, Hotel Connect will reasonably issue credit for the call.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**3.3 Rate Periods**

For time of day sensitive services, the following rate periods apply unless otherwise specified in this tariff:

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	DAYTIME RATE PERIOD					EVE	
5:00 PM TO 11:00 PM*	EVENING RATE PERIOD						
11:00 PM TO 8:00 AM*	NIGHT/WEEKEND RATE PERIOD						

* Up to, but not including.

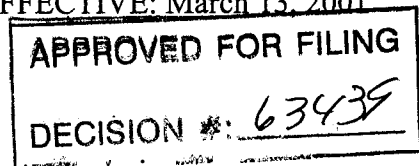
Calls are billed based on the rate in effect for the actual time period(s) during which the call occurs. Calls that cross rate period boundaries are billed the rates in effect in that boundary for each portion of the call, based on the time of day at the Customer location.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.4 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call.

The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between the Wire Center of the Customer's equipment and that of the destination point is calculated by using the "V" and "H" coordinates found in BellCore's V&H Tape and NECA FCC Tariff No. 4.

Step 1 - Obtain the "V" and "H" coordinates for the Wire Centers serving the Customer and the destination point.

Step 2 - Obtain the difference between the "V" coordinates of each of the Wire Centers. Obtain the Difference between the "H" coordinates.

Step 3 - Square the differences obtained in Step 2.

Step 4 - Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5 - Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.

Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the Wire Centers.

Formula:

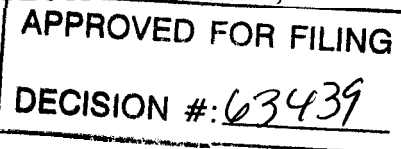
$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**3.5 Miscellaneous Rates and Charges****3.5.1 Public Telephone Surcharge**

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-37 1), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access The Company service and is unrelated to the Company service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

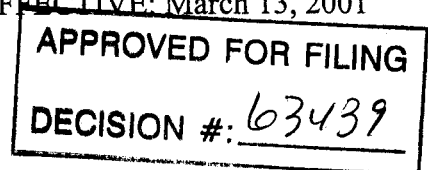
Maximum Rate Per Call: \$0.40

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**3.6 Switched Hospitality Service**

Direct Dial Switched Hospitality Service is available to individuals, firms, partnerships and corporations in the hospitality industry for outbound calling via customer-provided local exchange company provided switched access from their hospitality locations. The minimum call duration for billing purposes is thirty (30) seconds. Additional usage is measured in six (6) second increments for billing purposes. Rates are not mileage or time-of-day sensitive.

Maximum Per Minute Rate: All Times of Day
\$0.15

3.1 Dedicated Hospitality Service

Dedicated Hospitality Service is available to individuals, firms, partnerships and corporations for outbound calling via customer-provided dedicated access from their hospitality locations. The minimum call duration for billing purposes is thirty (30) seconds. Additional usage is measured in six (6) second increments for billing purposes. Rates are not mileage or time-of-day sensitive.

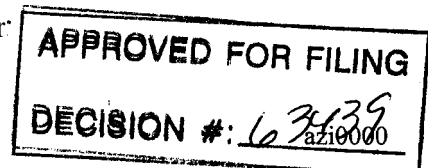
Maximum Per Minute Rate: All Times of Day
\$0.15

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**3.8 Travel Card Service**

Hotel Connect Travel Card is available to business and residential customers. Calls are originated by dialing a 1-800 access number, followed by the terminating telephone number and personal identification number. Calls may originate from standard residential, business, hotel or pay telephone access lines and may terminate to any interstate or intrastate location. Calls are billed in one minute and additional minute increments. The minimum call duration for billing purposes is one minute. Call charges include per minute usage charges and per call service charges which are subject to commitment discounts.

Minimum Monthly Billing	Maximum Per Minute Rate
\$0-\$25.00	0.35
\$25.01 +	0.25

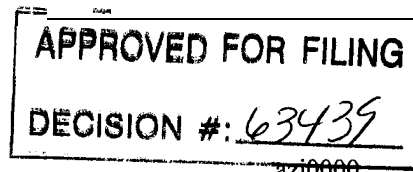
Maximum Service Charge: \$0.35/Per Call

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**3.9 Switched Toll Free Service**

Switched Toll Free service is available to business and residential subscribers for incoming calls. Calls originate from any intrastate location over a Toll Free number and terminate to a Customer-provided residential or business switched access line. Call charges are billed to the Subscriber rather than to the originating caller. Calls are billed in thirty (30) second increments with a minimum billing period of six (6) seconds. A monthly service charge applies per Toll Free number.

Maximum Per Minute Rate: \$0.20
Maximum Monthly Service Charge per toll free number: \$6.50

3.10 Dedicated Toll Free Service

Dedicated Toll Free service is available to business and residential subscribers for incoming calls. Calls originate from any intrastate location over a Toll Free number and terminate to a Customer-provided dedicated access line. Call charges are billed to the Subscriber rather than to the originating caller. Calls are billed in thirty (30) second increments with a minimum billing period of six (6) seconds. A monthly service charge applies per Toll Free number.

Maximum Per Minute Rate: \$0.15
Maximum Monthly Service Charge per toll free number: \$6.50

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**3.11 Debit Card Service**

Debit Card Service allows Customers to place calls from locations other than their normal place of business or residence. Customers dial an access code and identification code in addition to the called number. Customers may choose from a variety of card denominations. Service is paid for in advance of actual usage. Charges for the service are deducted from the Available Usage Balance on the debit card.

3.11.1 Terms and Conditions of Service

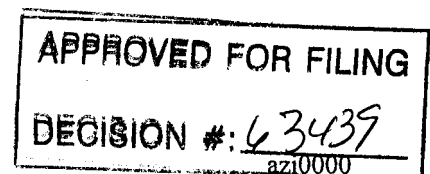
- A. All of the Company's debit cards are renewable. Customers may renew the cards at point of purchase or via the telephone through the use of a verifiable commercial credit card.
- B. Calls to 500, 700, 800/888, 900 and 976 numbers and calls requiring operator assistance and the quotation of time and charges cannot be completed using the Debit Card. Air to ground and high seas service may not be completed. Calls may not be completed using rotary telephone service.
- C. All calls must be charged against a Debit Card that has sufficient Available Usage Balance. A Customer's call will be interrupted with an announcement one minute before the balance is about to be depleted. Calls in progress will be terminated by the Company if the Available Usage Balance on the Debit Card is insufficient to continue the call.
- D. All Company Debit Cards expire 180 days from first use, unless the card is recharged. The unused portion of the card will be credited if a Customer request is made to the Company's Customer Service organization within 180 days of the card purchase.
- E. The Company does not refund any unused balances in a Debit Account.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.11 Debit Card Service, (Cont'd.)

3.11.2 Discontinuance of Service

Debit Card Service may also be discontinued or refused without notice for the following conditions:

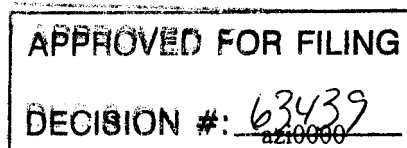
- A. For non-payment of any amount past due to the Company by the Customer, including non-payment of a Debit Account Renewal of a fully-depleted balance.
- B. When the Available Usage Balance of a non-renewable account is Depleted to a level insufficient to place a one-minute call to the location of least cost.
- C. When the established expiration date of the Debit Account is reached.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**3.11 Debit Card Service, (Cont'd.)****3.11.3 Description**

Debit Card Service is offered to organizations or commercial entities for distribution to their members, patrons or customers. The marketing vehicle and expiration period is selected by the organization or commercial entity upon joint agreement with the Company. The organization or commercial entity is responsible for obtaining all necessary permissions for the use of any trade mark, trade name, service mark or other image on the card. The Company reserves the right to approve or reject any image and to specify the Customer information language and use of the Company's trade mark, trade name, service mark or other image on the card. The organization or commercial entity may distribute the Company's debit cards at reduced rates or free of charge to end users.

Customers purchase a Debit Card which assigns each Customer a Debit Account, provides each Customer with a PIN and lists instructions for accessing and using the Company's service.

The Company's system informs the Customer of the Available Usage Balance remaining in the Debit Account and prompts the Customer to place a call by entering a destination telephone number. Network usage for calls placed is deducted from the Available Usage Balance in the Customer's Debit Account on a real time basis as the call progresses.

For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after an initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis.

3.11.4 Rates

Hotel Property Cards	
Maximum Rate Per Minute:	\$0.25
Non-hotel Property Cards	
Maximum Rate Per Minute:	\$0.25
Maximum Per Call Charge:	\$0.35

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 • DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**3.12 Directory Assistance**

Directory Assistance is available to Hotel Connect Customers. Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

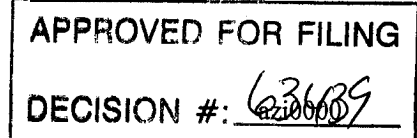
Maximum Per Call Charge: \$1.75

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 4 • PROMOTIONS**4.1 Demonstration Calls**

From time to time Hotel Connect will demonstrate its services by providing free test calls of up to fifteen minutes duration over its network.

4.2 Promotions - General

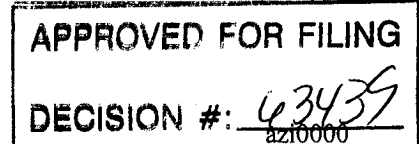
From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area. The Company shall file promotions with the Department for tariff approval prior to offering service at promotional rates.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 5 - CURRENT PRICE LIST**5.1 Miscellaneous Rates and Charges****5.1.1 Public Telephone Surcharge**Rate Per Call: **\$0.30****5.2 Switched Hospitality Service**

The minimum call duration for billing purposes is thirty (30) seconds. Additional usage is measured in six (6) second increments for billing purposes. Rates are not mileage or time-of-day sensitive.

Per Minute Rate: All Times of Day
\$0.120**5.3 Dedicated Hospitality Service**

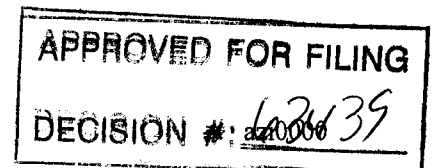
The minimum call duration for billing purposes is thirty (30) seconds. Additional usage is measured in six (6) second increments for billing purposes. Rates are not mileage or time-of-day sensitive.

Per Minute Rate: All Times of Day
\$0.1052

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 5 - CURRENT PRICE LIST, (CONT'D.)**5.4 Travel Card Service**

The minimum call duration for billing purposes is one minute. Call charges include per minute usage charges and per call service charges which are subject to commitment discounts.

Minimum Monthly Billing	Per Minute Rate
\$0-\$25.00	0.25
\$25.01 +	0.20

Service Charge: \$0.25/Per Call

5.5 Switched Toll Free Service

Calls are billed in thirty (30) second increments with a minimum billing period of six (6) seconds. A monthly service charge applies per Toll Free number.

Per Minute Rate: \$0.140
Monthly Service Charge per toll free number: \$5.00

5.6 Dedicated Toll Free Service

Calls are billed in thirty (30) second increments with a minimum billing period of six (6) seconds. A monthly service charge applies per Toll Free number.

Per Minute Rate: \$0.1181
Monthly Service Charge per toll free number: \$5.00

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 5 - CURRENT PRICE LIST, (CONT'D.)**5.7 Debit Card Service**

For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after an initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis.

Hotel Property Cards

Rate Per Minute: **\$0.20**

Non-hotel Property Cards

Rate Per Minute: **\$0.20**Per Call Charge: **\$0.25****5.8 Directory Assistance**

Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

Per Call Charge: \$1.25

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